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ABSTRACT

When nonteaching professionals are members of a faculty union, what effect does it have on interstaff relationships and programs? Should campus administration opt for one union or for separate unions for nonteaching professionals? A study of these issues at 18 four-year higher education institutions (comprising 54 campuses) and 72 two-year institutions (with 84 campuses) focused on nonteaching professionals in admissions, financial aid, registrar's offices, counseling, placement and career planning, housing and residence halls, student unions and student activities, health services, and special programs for minorities, the disadvantaged, foreign students, and veterans. Negotiated contracts, professional tenure, working hours, union organization, and reasons for including or excluding nonteachers in unions were considered. The data suggest that nonteaching professionals have a significant community of interest with members of the teaching faculty. This is particularly true at community colleges and among student personnel professionals. Contracts negotiated by unions comprised of faculty and nonteaching professionals have not, however, addressed a substantial number of nonteaching professional concerns. Union organizational structures do not guarantee representation of these concerns. It appears that nonteachers must make special efforts to actively participate in the affairs of the union or they may not receive the full benefits of union membership. (Author/MSE)

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RESEARCH SUMMARY #5

March 1977

SHOULD NON-TEACHING PROFESSIONALS BE INCLUDED IN A FACULTY UNION?

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As higher education becomes more experienced in academic collective bargaining our questions become more sophisticated. When non-teaching professionals are members of a faculty union what effect does it have on inter-staff relationships and programs? Should campus administration opt for one union or for separate unions for non-teaching professionals.

ACBIS joined with the American Personnel and Guidance Association to sponsor a series of studies relative to such questions. The preliminary study is now completed and the results are herein reported.

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Sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, the National Association of State Universities and Land Grant Colleges, and the American Association of Community and Junior Colleges. Funded by the Carnegie Corporation of New York. Cooperative Educational Service Program funded by The Ford Foundation.

Introducation

Authority to engage in collective bargaining has existed since 1970 at private colleges and universities and the number of states with legislation permitting collective bargaining at public institutions has recently increased to twenty-four. One issue confronting campuses considering collective bargaining is whether non-teaching professional personnel should be included with teaching faculty in a comprehensive bargaining unit or whether they should have separate units. The decision reached on this issue may affect the outcome of bargaining agent elections and will certainly affect subsequent contract negotiations and administration. The decision should be based on educational considerations as well as pragmatic concerns related to union size and complexity.

A recent study conducted by the author[1] under the auspices of the American Personnel and Guidance Association suggests that both advantages and disadvantages may accompany a comprehensive unit.

Methodology

The study was funded by the Carnegie Corporation and included public and private two and four year colleges in Florida, Michigan, New York, Oregon, Pennsylvania, and Washington. Colleges included in statewide bargaining systems, and colleges bargaining individually at the campus level cooperated in the study. Some participating colleges had substantial collective bargaining experience and others had recently concluded their first contract negotiations. The study population included eighteen four year institutions with fifty-four campuses, and seventy-seven two year institutions with eighty-four campuses.

Questionnaires were completed by chief student affairs officers and union officials. Other information was obtained from analysis of negotiated contracts. Interviews and site visits were utilized to supplement written materials.

The study focused on non-teaching professionals employed in Admissions; Financial Aids; the Registrar's office; Counseling; Placement and Career Planning; Housing and Residence Halls; the Student Unions and Student Activities; Health Services; and in Special Programs for Minorities, the Disadvantaged, Foreign Students, and Veterans.

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[1]Robert H. Kellett. Collective Bargaining and Non-Teaching Professional Personnel in Higher Education. American Personnel and Guidance Association: Washington, D. C., November 1976.

Community of Interest

There are a number of variables which should be considered to determine whether non-teaching professionals and faculty members have a community of interest sufficient to justify placing them in the same union. Among them are (1) similarity of working conditions and fringe benefits; (2) similarity of responsibilities and functions; (3) desires of employees; (4) common, centralized supervision; (5) common work site; (6) common skills and/or educational requirements; (7) bargaining structure; (8) extent of interchange or transfer among employees; and (9) absence of substantial actual or potential conflict of interest among employees.

Non-teaching professionals on some campuses have been included in faculty bargaining units; on others they have been grouped with administrative and clerical personnel engaged in institutional support services. In addition, they have been denied bargaining privileges on some campuses because they were designated as management. The data indicate that non-supervisory student personnel professionals have commonly been included in the same union with faculty members. This is particularly true at community colleges. The data also indicate that first line supervisors such as directors, associate and assistant directors of functional areas, have rarely been included in faculty unions or in unions composed entirely of non-teaching personnel. It is common for occupants of these positions to be classified as management if they participate significantly in the selection, supervision, and evaluation of other professional staff members or make effective recommendations concerning program evaluation and budget distribution.

With few exceptions, chief student affairs officers and their principal deputy are designated as management. These positions are commonly designated by titles of Vice President or Dean for Student Affairs and Assistant Vice-President. Other professional titles commonly identified as management are those of Registrar (73.8%); the Directors of Admissions (65.1%); Financial Aid (57.1%), College Union (56.2%), Special Programs (53.3%), Housing (50.0%), Student Activities (48.8%), and Counseling (43.8%); or Assistant Registrar (44.8%). When asked to identify the best reason(s) for including these positions in management, chief student affairs officers and union officials responded as indicated in Table 1. (See next page)

Chief student affairs officers and union officials also indicated their perception of why student personnel professionals should be included in faculty unions. Their responses are contained in Table 2. (See next page)

TABLE 1

REASONS FOR
DESIGNATING STUDENT PERSONNEL PROFESSIONALS AS PART OF MANAGEMENT

Reasons Given	Union No. N=27	Union %	Management No. N=50	Management %
They perform management functions such as personnel evaluation	0	0	36	72.0
Increases management flexibility in assigning workload	0	0	10	20.0
Insufficient number of staff to form a separate union	0	0	4	8.0
Special attention will be required to accommodate different working conditions in negotiated contracts	19	70.4	0	0
Inclusion in faculty union will create an expectation of inappropriate equal treatment	1	5.0	0	0
No good reason	7	24.6	0	0
Totals	27	100.0	50	100.0

TABLE 2

REASONS FOR
INCLUDING STUDENT PERSONNEL PROFESSIONALS IN FACULTY UNIONS

Reasons Given	Union No. N=33	Union %	Management No. N=37	Management %
Student personnel professionals perform teaching functions in out-of-class settings	14	42.4	16	43.2
There is greater strength in a larger bargaining unit	11	33.3	9	24.3
Salary parity with faculty will result	8	24.3	0	0
No good reason exists	0	0	12	32.5
Totals	33	100.0	37	100.0

Position titles which were commonly included in faculty unions included Advisor (97.5%) and Counselor (96.6%). These titles were utilized at some institutions, primarily community colleges, to designate personnel employed in financial aid, academic advisement, career planning, and admissions as well as those primarily engaged in personal and educational counseling. Four year colleges normally used the titles of counselor and advisor in academic advisement and counseling centers only. Other titles commonly included in faculty unions were those of Career Counselor (86.1%), Clinical or Counseling Psychologist (85.7%), and Activities Advisor (83.3%).

A large majority of union respondents from community colleges (87.5%) indicated that student personnel professionals were perceived, on the whole, as having similar stature with faculty members on the same campus. The views of union respondents from four year institutions were substantially different. Only forty percent of the four year respondents perceived student personnel professionals as enjoying status similar to that of faculty members. The difference in perceptions appears to be related to the differences in educational training required for non-teaching and teaching positions. Their educational qualifications at community colleges are extremely similar while at four year institutions a much larger proportion of faculty have the highest degrees offered in their field of study.

Chief student affairs officers and union officials were also asked to identify reasons for including student personnel professionals in unions with other non-teaching professionals (e.g. librarians, assistant deans, institutional planners, etc.). Their responses were similar in that they identified similar working conditions as the only reason for considering such a grouping. Neither union officers nor student affairs personnel considered that single variable to be of sufficient importance to outweigh similarities of educational function which exist among faculty members, librarians and student personnel professionals. A substantial number of respondents from unions and management indicated that there were no disadvantages to including student personnel professionals in faculty unions.

It is clear that changes in historical student personnel functions have not been uniformly adopted at colleges and universities. Colleges which continue to view student personnel professionals as having "control" functions tend to support designations as management and/or inclusion in bargaining units with administrative and clerical personnel. Colleges that view student personnel programs as teaching activities tend to support inclusion of student personnel professionals in faculty unions.

Elements comprising a community of interest have not been uniformly evaluated by those responsible for determining membership in bargaining units. One distinction drawn among non-teaching professionals relates to the amount of supervision which they exercise over other non-teaching professionals. The National Labor Relations Board, for example, in several recent decisions has

concluded that it will not exclude professionals from a unit in which their inclusion would otherwise be appropriate if their supervision of non-unit personnel constitutes less than 50% of their time. The size and complexity of the institution is also taken into account. Managerial tasks are often similar to those performed by academic department chairpersons and designations as management or union probably should be based on the same or similar criteria. When managerial tasks such as budget control and personnel evaluation occupy a major portion of a position occupant's time, that position is ordinarily designated as management. If the tasks occupy only a limited amount of time and are more in the nature of coordinating than directing, the position is ordinarily included in the bargaining unit.

Contract Content

Contracts negotiated at participating institutions were analyzed to determine the extent to which they defined appointment status, workload, governance and professional development concerns of non-teaching professionals. The data indicated that there are substantial differences between contracts negotiated at different colleges. It appears that some of the differences may be attributed to size of the institution and affiliation of the bargaining agent; others appear to result from the climate in which negotiations took place and the degree of trust which existed between negotiating parties.

Union respondents indicated that the number of student personnel professionals included in any faculty union rarely exceeded fifteen percent of the total union membership, a finding confirming Aaron's report that contracts negotiated by faculty units contain few references to non-teaching professionals.[2]

Seven (12.2%) contracts negotiated by units which include non-teaching professionals indicated that departments should participate in the selection of new staff. Three of these contracts required that a majority of staff members in the department approve of new departmental appointments made by management. Twenty-one (34.6%) contracts indicated that some minimal educational requirements existed for appointment to the student personnel staff. Eleven (18.1%) required a master's degree, and ten (16.8%) required a bachelor's degree.

Forty-six (75.4%) contracts contained provisions which indicated that members of the non-teaching professional staff were eligible for tenure. The length of the probationary period ranged from one to six years, with term appointments commonly granted on an annual basis. (See Table 3 next page)

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[2]Ronald M. Aaron. "Accommodating the Student Personnel Worker in Faculty Collective Bargaining: An Empirical Overview." Journal of College Student Personnel, May 1975, pp. 184-190.

TABLE 3

LENGTH OF
PROBATIONARY PERIOD PRIOR TO THE AWARD OF TENURE TO PROFESSIONALS

Period	Contracts No.	Contracts %
One year	4	8.6
Two years	7	14.5
Three years	23	50.0
Four years	6	12.9
Five years	3	6.5
Six years	3	6.5
Totals	46	100.0

Sixteen (26.2%) contracts did not mention dates by which non-teaching professionals had to be notified of contract non-renewal. Thirty-two (52.4%) contracts contained provisions which required management to notify professional staff members at least 60, but not more than 120, days prior to the end of the academic year. Institutions which granted two and three year term appointments had to notify professionals six months or a year in advance of the date of non-renewal.

Workload provisions of contracts were more specific at community colleges than at four year colleges. Forty-six (73.8%) contracts contained provisions which defined the annual work obligation of non-teaching professionals. Of this number, twenty-five (41.0%) contained provisions which indicated that non-teaching professionals are only employed for the academic year. Ten (16.3%) contracts indicated that both academic and calendar year appointments could exist. These contracts specified that days of employment beyond the academic year would be compensated at a rate determined by dividing academic year salary by the number of days in the academic year calendar. Six (9.3%) contracts indicated that all non-teaching professionals were employed on a calendar year basis.

Thirty (49.2%) contracts defined the college work week in hourly terms. This was particularly true at community colleges where length of the work week varied as indicated in Table 4. (See next page) Twenty-six (42.7%) contracts failed to mention weekly workload and five (8.1%) indicated that workload was determined at joint meetings between supervisors and subordinates and that hourly indices were not sufficient to describe workload.

TABLE 4

LENGTH OF NON-TEACHING PROFESSIONAL STAFF WORK WEEK
N=30

Length	No.	%
Thirty hours	4	6.5
Thirty-five hours	11	18.0
Thirty-seven and one/half hours	6	9.8
Forty hours	9	14.7
Totals	30	100.0

Eight (13.1%) contracts indicated that compensatory time was to be given for hours worked beyond those noted in Table 4, and fourteen (23.0%) contracts indicated that overtime was to be compensated at rates ranging from $8.00 to $13.00 per hour. Other workload provisions limited the length of the work day, assignment of weekend and evening hours, and provided financial compensation for service as advisor to student organizations and activities. All of the contracts requiring compensation for service as an activity advisor were negotiated at community colleges.

Procedures for the evaluation of non-teaching professionals were contained in some contracts. These provisions described the existence of jointly developed annual performance programs (26.2%), the identification of personnel who function as evaluators (46.0%), and procedures for collegewide review prior to tenure (21.3%). Thirteen (21.3%) contracts contained provisions which required individuals to develop professional improvement plans for periods up to three years. Accomplishment of these plans was necessary to be granted continuing appointment.

Nine (14.8%) contracts identified promotional systems for non-teaching professionals. The systems were based upon ranks within title classifications. The usual criteria were years of experience and education, but two contracts provided a framework for the development of departmental criteria.

Staff reduction criteria and procedures were contained in forty-six (75.6%) contracts. Although seniority was the controlling factor in twenty-three (37.7%) contracts, other factors such as program balance could be taken into consideration with union consultation.

None of the contracts analyzed specifically provided for participation of non-teaching professionals in institutional governance. Several statements did imply that non-teaching professionals were to be represented by faculty colleagues from the bargaining unit.

Union Organization

The responses of union officials to questions about the election of union officers, bargaining team membership, the role of the chief negotiator, and the process for development of initial union negotiation positions indicated that non-teaching professionals are rarely guaranteed representation in union affairs except as it may be provided by faculty members who exhibit sensitivity to non-teaching professional concerns. Since non-teaching professionals constitute a distinct minority among the union membership, and since the vast majority of officers are elected at large from the membership, election of non-teaching professionals to union executive committees and negotiation teams rarely occurs. This is not to say that it has not occurred, nor does it imply that faculty members have attempted to exclude non-teaching professionals from involvement on these policy-making bodies. It suggests that non-teaching interests have not been articulated as forcefully as they might have been by a non-teaching union. The minimal attention to non-teaching professionals in negotiated contracts suggests that their interests may not be significantly represented at the bargaining table.

Summary

The data suggest that non-teaching professionals have a significant community of interest with members of the teaching faculty. This is particularly true at community colleges and among student personnel professionals. Contracts negotiated by unions comprised of faculty and non-teaching professionals have not, however, addressed a substantial number of non-teaching professional concerns. And union organizational structures do not guarantee representation of non-teaching interests.

It appears that non-teaching professionals included in faculty unions must make special efforts to actively participate in the affairs of the union or they may not receive the full benefits of union membership. It also seems clear that chief student affairs officers saw little community of interest between student personnel professionals and other non-teaching professional staff employed in college support services.